

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
CA 94142-0603



SHIFT PROVISIONS  
FOR  
**OPERATING ENGINEER (SPECIAL SHIFT)**  
**OPERATING ENGINEER (MULTI-SHIFT)**  
**CRANES, PILE DRIVER AND HOISTING EQUIPMENT (OPERATING  
ENGINEER, SPECIAL SHIFT)**  
**CRANES, PILE DRIVER AND HOISTING EQUIPMENT (OPERATING  
ENGINEER, MULTI-SHIFT)**  
**BUILDING/CONSTRUCTION INSPECTOR , FIELD SOILS AND MATERIAL  
TESTER, and NON-DESTRUCTIVE TESTING (SPECIAL SHIFT)**  
**BUILDING/CONSTRUCTION INSPECTOR, FIELD SOILS AND MATERIAL  
TESTER, and NON-DESTRUCTIVE TESTING (MULTI-SHIFT)**  
IN  
**IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN  
BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA  
COUNTIES**

Note: The shift provisions provided in the following pages provide guidance on the work hours that are applicable to each shift. Shift differential pay is required and will be enforced during each applicable shift where shift differential pay is in the determinations. Any shift provision restricting the work hours for a particular shift for a type of work will not be enforced on public works. However, if work is performed during hours typically associated with a 2nd or 3rd shift the appropriate shift rate of pay is required. Shift differential pay shall not apply to work during traditional shift hour (swing or grave) if the determination includes a footnote that indicates that the non-shift rate may be paid for a special single shift. Please note the exemptions in California Code of Regulations Section 16200 (a)(3)(F) do not waive the shift differential pay. These regulatory exemptions only apply to overtime pay. Overtime shall be required in accordance with the determination and Labor Code Section 1810 through 1815.



INTERNATIONAL UNION OF

## OPERATING ENGINEERS

July 31, 2007

23-63.2

WM. C. WAGGONER  
Business Manager  
and  
General Vice-President

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Department of Industrial Relations  
**DIVISION OF LABOR STATISTICS AND RESEARCH**  
455 Golden Gate Avenue, 8th Floor  
San Francisco, California 94102

**RECEIVED**  
Department of Industrial Relations

JUL 31 2007

Attn: Maria Robbins, Deputy Chief

Div. of Labor Statistics & Research  
Chief's Office

RE: SOUTHERN CALIFORNIA MASTER LABOR AGREEMENT/2007-2010  
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

Dear Ms. Robbins:

Attached hereto is a copy of the letter forwarded to the above referenced Association. Please note the new wage rates, fringe benefit contributions and classifications effective July 1, 2007, are outlined in this letter.

Please register this letter as the prevailing rates in the area covered by their Agreement.

Thank you for your assistance in this matter.

Very truly yours,

Wm. C. Waggoner, Business Manager  
I. U. O. E., Local Union No. 12  
and General Vice President

By: Fred C. Young, Financial Secretary  
I. U. O. E., Local Union No. 12

WCW:FCY:kld  
Encls.  
cc: Agreement Department

**ARTICLE XVI**  
**Working Rules**

The following working rules shall govern the employment of employees performing all work covered by the terms of this Agreement:

**A. Single Shift:**

1. Eight (8) consecutive hours, exclusive of meal period, between 6:00 A.M. and 5:00 P.M., shall constitute a day's work. Forty (40) hours Monday 6:00 A.M. through Friday 5:00 P.M. shall constitute a week's work.

2. The starting time of single shifts shall be at 6:00 A.M., 6:30 A.M., 7:00 A.M., 7:30 A.M. or 8:00 A.M., Monday through Sunday. Starting time shall be changed only to meet a bona fide job requirement. Starting times shall not be staggered. Written notice shall be given to the Union in cases of deviation from the original starting time. In the event the Union is not notified in writing, employees shall be paid overtime for all time outside of the regular constituted shift.

3. All time worked before 6:00 A.M. and after 5:00 P.M., or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed on Saturdays, Sundays and holidays, shall be paid at the applicable overtime rate.

4. The Contractor, at his option, may start earlier than 6:00 A.M. when twenty-four (24) hours prior notification to the Union is provided in advance of starting of such shift and

confirmed in writing. In order to qualify for this provision, such shift shall operate for three (3) days or more. If the project duration is less than three (3) days, written notification is required. Such shift shall work eight (8) hours at the straight-time rate of pay.

#### B. Multiple Shifts:

1. When so elected by the Contractor, multiple shifts may be worked for three (3) or more consecutive days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations provided, however, that workmen working on multiple shifts shall not be interchangeable with those working on a single-shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the applicable overtime rate. In no event shall the regular working hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour, except when a special shift is established in accordance with Section D, Special Shifts.

2. Where the Contractor performs field lubrication and/or repair on equipment outside of the regular single-shift operation, employees performing such work shall be considered as working on the multiple-shift basis. The basic per hour wage rate for this eight (8) hour shift is designated in Appendix A-3.

3. When two (2) or three (3) shifts are worked, the basic per hour wage rate for these eight (8) hour shifts are designated in Appendix A through C. However, when the day shift starts between the hours of 7:00 A.M. and 8:00 A.M., that eight (8) hour shift shall be paid in accordance with Appendix A-1, B-1, or C-1 ~~or E-1~~ and the second (2nd) shift shall be paid in accordance with Appendix A-3, B-3, C-3 ~~or E-3~~. The third (3rd) shift shall work six and one-half (6½) consecutive hours, exclusive of meal period, for which eight (8) hours straight-time shall be paid Monday through Friday as designated in Appendix A-1, B-1, C-1 ~~or E-1~~. All time worked or paid for eight (8) hours work in one (1) day, on Saturdays, Sundays and holidays, shall be paid for at the appropriate rate.

4. Any time worked from Friday midnight to Sunday midnight, or on holidays or in excess of the regular shift hours,

shall be paid for at the overtime rate, except as provided in Paragraph 5 of this Section B.

5. The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending on Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

C. It is agreed that the Contractor and the Union may mutually agree, in writing, upon different starting or quitting times for any of the above mentioned shift arrangements.

**D. Special Shifts:**

1. A special starting time of an eight (8) hour shift, beginning no earlier than 11:00 A.M. and no later than 3:00 P.M. may be established by the Contractor for field lubrication or repair of equipment. Employees on this multi-shift shall receive the basic per hour rate as designated in Appendix A-3. The Union shall be notified, in writing, prior to the establishment of such shift for each job. In cases of deviation from the original established starting time and when the Union is not notified in writing, employees shall be paid overtime for all time worked or paid outside of the regular constituted shift.

2. When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona fide job requirement that work can only be performed outside the regular day shift due to requirement by City, County or State and other contracting agencies, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight-time rate of pay, Monday through Friday. All time worked or hours paid for Saturday, Sunday and holidays shall be paid for at the appropriate overtime rate. When the above conditions exist and it is necessary to begin or end a shift during the hours specified in Section B, Paragraph 4 of this Article (for Saturday and Sunday work) in order for an employee to complete a forty (40) hour work week, the overtime rate will not apply; otherwise, all time worked or hours paid for Saturdays, Sundays and holidays and hours worked in excess of eight (8) hours, shall be paid for at the appropriate overtime rate. It is agreed, however, in the operation of this shift, no employee will lose a shift's work. Employees working this special shift shall receive

the basic per hour rate as designated in Appendix A-2, B-2, C-2 or E-2.

3. Should any paving, paving maintenance jobs, or slurry seal projects, and only a paving, paving maintenance job or slurry seal project, by necessity and bid document, specification or solicitation require that the paving portion of the job be performed on a Saturday and/or Sunday, the overtime provisions of this Article shall not apply.

(a) For paving work performed between 6:00 A.M. and 5:00 P.M. employees performing that work shall be paid at their straight-time wage and fringe benefits.

(b) All paving work before 6:00 A.M. and/or after 5:00 P.M. or in excess of eight (8) consecutive hours, exclusive of meal period, and all such work performed on a Saturday and Sunday in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1½).

(c) At least one (1) day prior to commencement of the paving work on a Saturday or Sunday, the Employer must call a pre-job conference and present to the Union Representative an appropriate bid or other document sufficient to satisfy the Union that the paving and or slurry seal work must be performed on a Saturday and/or Sunday.

4. A special starting time may be established on underground utility pipeline jobs only. The underground contractor may start the operator and oiler on backhoe and trenching machines one (1) hour before the regular constituted starting time for an eight (8) hour shift to be paid at the straight-time hourly rate.

5. A special shift may be utilized by the Contractor consisting of four (4), ten (10) hour days, Monday through Thursday or Tuesday through Friday if a holiday falls on a Monday or a Friday.

Straight-time shall be paid for the first ten (10) hours of this special shift. All time worked after ten (10) hours shall be paid for at one and one-half (1½) times the regular rate. Any time worked after the twelfth (12th) hour shall be paid at two (2) times the regular rate. All time worked on the nonscheduled weekday (Monday or Friday) and Saturday, shall be paid at the rate of one and one-half (1½) for the first twelve (12) hours. Any time

worked after the twelfth (12th) hour and all time worked on Sunday shall be at two (2) times the regular rate of pay.

The Union shall be notified in writing prior to the commencement of this special shift and shall also be notified at the conclusion of this special shift.

It is also agreed that all of the other provisions of this Article pertaining to starting times, show-up time, etc., shall apply and that an eight (8) hour shift cannot be worked in conjunction with the special shift.

Failure to notify the Union of the commencement of this special shift, the Contractor shall pay all employees in accordance with the overtime provision for a regular eight (8) hour shift.

An employee assigned to a four-ten shift reporting for work at their regularly scheduled starting time for whom no work is provided shall, unless notified before the end of their last work period not to report to work shall receive pay for two (2) hours. Such pay shall be at the appropriate overtime rate for Saturdays, Sundays and Holidays or the employee's scheduled day(s) off.

If work is provided they shall receive pay for not less than five (5) hours at the appropriate hourly rate, or if more than five (5) hours are worked, not less than ten (10) hours pay. Such pay shall be at the appropriate overtime rate for Saturdays, Sundays & Holidays or the employee's scheduled day(s) off.

✓ 6. Employees required to suit up and work in a hazardous material environment, shall receive ~~Two Dollars (\$2.00)~~ per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay. Employees performing this work, shall not be required to work alone. All OSHA and CAL OSHA Safety Standards shall apply. This premium shall apply only to Level "A" and Level "B" regulated work.

#### E. Tide Work Schedule:

The following provisions shall apply to employees on jobs working a single shift only:

1. When employees are called out to work broken time or tide work, Monday through Friday, the minimum pay for such work shall be eight (8) hours at the applicable regular straight-time

used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to the drain.

7. Employees covered by this Agreement shall operate all hoisting equipment on the job or project.

8. Combination Mixer and Compressor Operators on Guniting work shall be classified as Concrete Mobile Mixer Operators.

9. The necessity for the use of an employee as a Signalman shall be determined by the Contractor. When used, he shall be an Engineer-Oiler as defined herein, who assists in giving or relaying signals by mechanical means (also by means of hand signals on excavation work), directly to the operator of hoisting equipment only.

10. When Operating Engineers are working with other trades or crafts they shall be compensated on the same overtime conditions as the trade or craft they are working with.

11. On all short jobs, such as paving, small utility jobs, equipment rental operations, etc., any employee reporting for work and for whom no work is provided shall receive two (2) hours show-up time for so reporting, unless he has been notified prior to the end of his last preceding shift or prior to leaving his home not to report for work.

Any employee for whom work is provided shall receive four (4) hours pay and if more than four (4) hours are worked in any one (1) day, shall receive not less than six (6) hours pay, and if more than six (6) hours work is provided, he shall not receive less than eight (8) hours pay. All travel time shall be considered as work time. It is understood between the parties that this provision does not include truck crane rental operations.

12. Water Control:

(a) A Dewatering System is a combination of one (1) or more pumps of any type, size or motive power, including but not limited to wellpoint pumps, submersible pumps, well pumps, ejector



or eductor pumps in combination with wells, wellpoints, sumps, piping and/or other appurtenances, powered by diesel, electric, gasoline, or any other type of motive power to control water on any and all types of construction work.

(b) During the day shift, a Dewatering System shall be started, stopped, serviced and maintained by an employee covered by the terms of this Agreement; however, a Pump Operator will not be required on the day shift provided there are other operators on the jobsite assigned to service and maintain the pumps during said day shift. A Pump Operator will be required on the second (2nd) and third (3rd) shifts unless full shifts are worked by the second (2nd) and third (3rd) shift personnel.

(c) When submersible or well pumps are operated with public electric power, an Operating Engineer will not be required. Jobsite maintenance or repairs on the system, if required, shall be performed by an Operating Engineer. An Operating Engineer will not be required on a single small unit which is used for the filling of a water tank or water trucks.

(a) Single Shifts: Eight (8) consecutive hours, exclusive of meal period, between 6:00 A.M. and 5:00 P.M., shall constitute a day's work, for which eight (8) times the straight-time rate shall be paid. Forty (40) hours, Monday 6:00 A.M. through Friday, 5:00 P.M., shall constitute a week's work.

(b) All time worked in excess of eight (8) consecutive hours, exclusive of meal period, all time worked in excess of forty (40) hours per week, all time worked before 6:00 A.M. and after 5:00 P.M., and all time worked from Friday midnight to Sunday midnight, and all holidays worked, shall be paid for at the applicable overtime rate.

(c) Multiple Shifts: When two (2) or more shifts are worked for three (3) or more consecutive days, seven and one-half

(7½) hours of work shall constitute a day's work, for which eight (8) hours straight-time at the applicable rate shall be paid. There shall be no split or staggered shifts.

(d) The applicable overtime rate shall be paid for all time worked or paid in excess of seven and one-half (7½) hours, exclusive of meal period, in any one (1) shift, all time worked in excess of thirty-seven and one-half (37½) hours in any one (1) week, all time worked before the regularly established starting time and after the established quitting time on each shift and all time worked from Friday midnight to Sunday midnight and holidays worked. Multiple shifts may be alternated, in conformance with the desire of the majority of the employees on no less than two (2) week intervals. However, when multiple shifts are alternated, all employees on such shifts shall be entitled to alternate, if they so desire.

(e) Compensation for Travel within Tunnel:

(1) The Contractor shall pay employees covered by this Agreement working within the tunnel, adits or shafts, on a portal-to-portal basis as follows: The hours of employment of such employees shall commence at the portal of the tunnel, adit or shaft at which he is directed by the Contractor to report for work on his shift and shall end at such portal, except as provided in this Section U, Paragraph 9, Subparagraph (g).

(f) The Contractor shall establish and maintain a change house within a reasonable distance of each portal, adit or shaft which shall include showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of workmen in each crew. Each change house shall be constructed to provide that all clothing will dry between shifts. The Contractor will reimburse employees for clothing or tools lost by fire in an amount up to One Hundred Dollars (\$100.00) in the event of the destruction of the change house by such fire provided a claim form is filed as provided by the applicable insurance company. This shall not apply to short dry tunnels, two hundred feet (200 ft.) or less, such as under highways or railroad embankments.

(g) If a change house is located more than one thousand, two hundred fifty (1,250) walkable feet from the portal, adit or shaft, then the time of work shall start and end for pay purposes at the change house. This shall not affect the well established practice of employees who are required to report before

## APPRENTICE WAGE RATES

Based on Appendix A, Group VI, A-1, A-2 and A-3 of this Agreement

Apprentices operating equipment set forth in Group XIII through XXV of Appendix A will receive the applicable wage rate for that Group.

0-1000	hours	-	Step I	@60%
1000-2000	hours	-	Step II	@65%
2000-3000	hours	-	Step III	@70%
3000-4000	hours	-	Step IV	@75%
4000-5000	hours	-	Step V	@80%
5000-6000	hours	-	Step VI	@90%

All shift pay or premiums entitled to be paid under the terms of this agreement shall be paid in full and added to the Apprentice Base Wage Rate, for all hours worked or paid.

At no time shall the above apprentice wage rates exceed any of the Journeyman Group Rates of this agreement.

APP